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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND AMENDMENT TO OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Paid Up Oil, Gas and Mineral Lease ("Subject Lease") by and between the undersigned Lessor(s) and Western Production Company, 801 Cherry Street, Suite 3850, Unit 39, Fort Worth, Texas 76102, as Lessee, recorded in the Real Property Records of Tarrant County, Texas on July 12, 2006, Document No. D206211132. Subject Lease was subsequently assigned to Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership, so that now all right, title, and interest in the Subject Lease is now owned by Chesapeake Exploration, L.L.C., thereby authorizing Assignee to investigate, explore, prospect, drill, and produce oil and gas (reserving to said Lessor the usual royalties), upon the lands described herein, situated in Tarrant County, Texas.

WHEREAS, the legal descriptions on the Subject Lease incorrectly refer to "North Fort Worth Addition" for the following Lots of Block 132: Lot 8 and the South ½ of Lot 9, the North ½ of Lot 9 and the South 37 feet of Lot 10 Less the East 148 feet. The correct subdivision for the above-named Lots in Block 132 should read, "Belmont Terrace Addition," instead; and

WHEREAS, the legal descriptions on the Subject Lease incorrectly refer to a Plat recorded in "Volume 9, Page 204," in said legal description, when, in fact, it should read "Volume 204, Page 9" and

WHEREAS, the Subject Lease was later amended and ratified by Amendment and Ratification of Oil and Gas Lease ("Amendment"), recorded in Real Property Records of Tarrant County, Texas on December 4, 2007, Document No. D20742961, with the intention of correcting the above mentioned legal descriptions. As written, the Amendment does not correct the legal descriptions in that the improper plat reference was cited.

Whereas, Lessors and Assignee desire to execute this instrument in order to correct the aforementioned legal descriptions incorrectly stated in the Subject Lease and Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignee do hereby correct and amend the Subject Lease and Amendment by correcting the legal description thereon as follows:

Land Description: Lot 8 and the South ½ of Lot 9, Block 132, Belmont Terrace Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 204, Page 9, Plat Records, Tarrant County, Texas.

Land Description: the North ½ of Lot 9 and the South 37 feet of Lot 10 Less the East 148 feet, Block 132, Belmont Terrace Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 204, Page 9, Plat Records, Tarrant County, Texas.

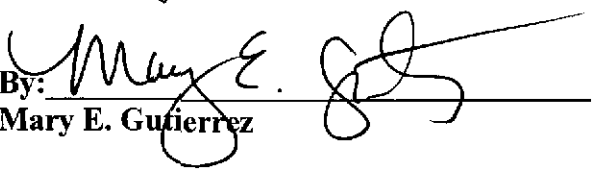
To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

This Second Amendment to Oil, Gas and Mineral Lease is executed as of the date of acknowledgement of signature below, but shall be deemed effective for all purposes as of June 22, 2006.

LESSOR:

By: 
James R. Gutierrez

By: 
Mary E. Gutierrez

Please Return to:
Dale Resources, LLC
ATTN: Jenae Whatley
3000 Alta Mesa Boulevard, Suite 300
Fort Worth, Texas 76133

ASSIGNEE:

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

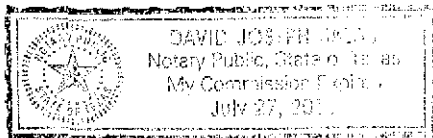
By: [Signature]
**Henry J. Hood, Senior Vice President
Land and Legal & General Counsel**

AK
ScB

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

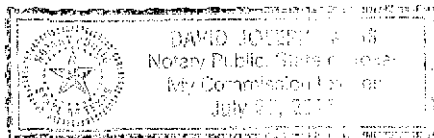
This instrument was acknowledged before me on the 5 day
of MARCH, 2009 by James R. Gutierrez.



David Joseph Salas
Notary Public, State of Texas
Notary's name (printed): **DAVID JOSEPH SALAS**
Notary's commission expires: **JULY 27, 2011**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day
of MARCH, 2009 by Mary E. Gutierrez.



David Joseph Salas
Notary Public, State of Texas
Notary's name (printed): **DAVID JOSEPH SALAS**
Notary's commission expires: **JULY 27, 2011**

STATE OF OKLAHOMA

§

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COUNTY OF OKLAHOMA

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This instrument was acknowledged before me on this 31st day of March, 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

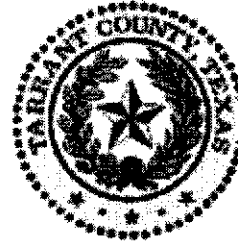


Debbie F. Allen

Notary Public

My Commission Expires:

My Commission Number:



JENAE WHATLEY
DALE RESOURCES LLC
3000 ALTA MESA BLVD 300
FTW TX 76133

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 04/08/2009 02:08 PM
Instrument #: D209094310
LSE 5 PGS \$28.00

By: _____



D209094310

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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